

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

KINSALE INSURANCE COMPANY,

Plaintiff,

v.

RUFF CONSTRUCTION, INC.; and
JOSE FRANCISCO MORALES
OLGUIN,

Defendants.

C22-1045 TSZ

MINUTE ORDER

The following Minute Order is made by direction of the Court, the Honorable Thomas S. Zilly, United States District Judge:

(1) Defendant Jose Francisco Morales Olguin’s motion, docket no. 36, to force plaintiff Kinsale Insurance Company (“Kinsale”) to amend its complaint to join Trinity Sheet Metal, Inc. (“Trinity”) as a defendant, is DENIED. In this matter, Kinsale seeks declaratory judgment concerning its duties under Commercial General Liability Policy No. 0100007580-8 (the “CGL Policy”) and Commercial Excess Liability Insurance Policy No. 0100007578-8 (the “Excess Policy”), both of which were issued to defendant Ruff Construction, Inc. (“Ruff”). Compl. at ¶¶ 4.29, 4.41, & 6.1–6.5 (docket no. 1). Olguin does not assert that Trinity is an insured under either the CGL Policy or the Excess Policy. Rather, Olguin presents evidence that Trinity is an insured under a different excess policy issued by Kinsale, *i.e.*, Policy No. 0100062097-3 (the “Trinity Policy”). *See* Ex. 1 to Moore Decl. (docket no. 37-1 at 2). Olguin, however, makes no showing that this litigation involves the Trinity Policy or that Trinity is a necessary or “required” party with respect to the CGL Policy or the Excess Policy. *See* Fed. R. Civ. P. 19(a)(1). Moreover, Olguin has not established that any justiciable case or controversy

1 exists with respect to any indemnification potentially owed by Trinity to Ruff pursuant to
2 their 2016 contract, see Ex. 2 to Moore Decl. (docket no. 37-2), or coverage that might be
3 owed by Kinsale to Trinity under the Trinity Policy. To the extent that a dispute later
4 arises between Trinity and Ruff or between Trinity and Kinsale, the rulings in this case
5 will not affect the ability of Trinity, Ruff, Kinsale, or Olguin to commence a different
6 lawsuit.

7 (2) In light of Kinsale's notice of voluntary dismissal, docket no. 40, the entry
8 of default against Ruff, see Minute Order at ¶ 2 (docket no. 34), is VACATED, and the
9 Clerk is DIRECTED to effectuate Kinsale's notice of voluntary dismissal with prejudice
10 of all claims against Ruff. See Fed. R. Civ. P. 41(a)(1)(A)(i).

11 (3) The remaining parties, i.e., Kinsale and Olguin, shall show cause within
12 fourteen (14) days of the date of this Minute Order why this action should not be
13 dismissed for failure to comply with the Order requiring Joint Status Report ("JSR")
14 signed on September 29, 2022, docket no. 9, as amended by subsequent rulings extending
15 the JSR deadline, see docket nos. 11, 19, & 27, & docket entry dated March 13, 2023.
16 Absent a timely response to this Minute Order, this action shall be DISMISSED without
17 prejudice.

18 (4) The Clerk is directed to send a copy of this Minute Order to all counsel of
19 record.

20 Dated this 2nd day of May, 2023.

21 Ravi Subramanian
22 Clerk

23 s/Laurie Cuaresma
Deputy Clerk